

DEPT OF TRANSPORTATION
DOCKETS

**BEFORE THE
DEPARTMENT OF TRANSPORTATION
WASHINGTON, D.C.**

Joint Application)

To Amend Order 2007-2-16 under)
49 U.S.C. §§ 41308 AND 41309 so as to)
Approve and Confer Antitrust Immunity)
On Certain Alliance Agreements)

(Star ATI Proceeding)

Docket OST-2088-0234

**OBJECTIONS OF THE ASSOCIATION OF RETAIL TRAVEL AGENTS & TRAVEL
AGENTS & THE LAW OFFICE OF ALEXANDER ANOLIK, PLC TO THE PROPOSED
INCREASES OF THE ALLIANCE'S IMMUNITY**

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The Association of Retail Travel Agents (ARTA) is the largest travel-agent only association in the United States. The Law Offices of Alexander Anolik, have been general counsel to numerous travel industry trade associations, travel law counsel to numerous airlines, cruise lines, tour operators, travel agents, corporate and internet travel services, meeting planners and various government and quasi-governmental tourist offices around the world. The Anolik Law Offices with Presidential endorsement was an allied member of the World Tourism Organization. Mr. Anolik is the author of *The Law and the Travel Industry, Travel, Tourism and Hospitality Law*, and this along with other texts and syllabi, has reissued his latest consumer handbook called *Traveller's Rights*. It is on behalf of these consumer travelers, as well as the travel industry, Mr. Anolik files these objections and as general counsel to ARTA for over 20 years, files on behalf of the numerous members of ARTA who have voiced their objections to

an increase of alliance antitrust immunity. On a daily basis, I negotiate on behalf of agents with carriers, mainly those within the proposed request for antitrust immunity expansion, for alleged carrier interpretations of their revenue regulations and I have seen how this omnipotent type power among certain carriers, such as United Airlines has gotten, to where there is no more negotiation, it is either accept the carrier's interpretation of what they believe a revenue rule may mean, and accept almost in full the tremendous amount of increased revenue they try to obtain from my agents in the form of a debit memo.

Dating back from the original court-assisted statistics in the TWA bankruptcy case, the actual incremental cost to a carrier to fly a passenger 2,000 miles domestically was \$0.26, for the automatic insurance, \$1.25, for the fuel, and \$1.66 for the piece of rubber chicken that used to be served to passengers. The carriers over the years now have extrapolated this figure up to approximately \$20-25.00 as their only incremental costs to fly a passenger, which is evidenced by the airlines own costs on the books to service a 25,000 or 30,000 frequent flyer charge on their books. The empty airline seat is a depletable asset. Once it is flown it has zero value, and since it only costs the carrier domestically approximately this \$20-25.00 to fly a passenger 2,000 miles, normally this should be its only out-of-pocket expenses. Instead, many of the carriers who wish to partake in additional antitrust immunity by our government, will debit memo an agent \$800 to \$1200 for an airline seat knowing the out-of-pocket cost is only \$20-25.00. Typically, the scenarios are the savvy business passenger, not wanting to be subjected to the arbitrary Saturday-night stay over rule of certain carriers, might purchases two separate back-to-back tickets and fly one way on one ticket outbound and reverse the ticketing on the return giving them an additional roundtrip in the future for a total price far less than a single roundtrip the carriers are trying to get full Y class money from the agents for. This example of consumer

utilization of gray market ticketing creates a scenario that allows the carriers to "extort" money from an agent by threatening to inhibit the GRS system to prevent agent access to ticketing. By then notifying its alliance and other member carriers, in what amounts to the blackballing of that agent from free access to what would be a competitive carrier, the single carrier can have life and death power over certain agents. If United Airlines takes away my agent's validation authorization and inhibits them in the GRS system, and notifies their alliance partners as well as additional carriers, then other carriers have negotiated with these agents, who might be completely innocent in the initial dispute, lose a chance to competitively offer pricing to their customers.

This omnipotence that some of the major carriers already have, is the major concern that ARTA and my office, as a consumer office have, because we need competition. The deregulation of the airline industry with the demise of the CAB and the restructuring through the Department of Transportation, was based on competition. If competition is limited and minimized it is only to the detriment to both consumers and many of our travel agents and tour operators who need competitive carriers to negotiate with. When a carrier is wrongfully extorting monies or putting pressure on an agent we now have the ability to go to a competing carrier under our capitalist system, and this is the way it should be. When the first carrier, such as United Airlines, which I have stated it is so hard to "move" once a dispute has been given to collection, because it has told its employees, you either collect money, or get back into bankruptcy and everybody is out of a job. I fear additional power through shared pricing. With this type of philosophy, how are my smaller agents and how is my office, on their behalf able to get competitive pricing for consumers?

In the past, when a carrier was unjustifiably inhibiting an agent's access to their airline seats, an agent might "plate away" to another carrier and then send a copy of the new booking to the original carrier showing them that in the last six months they had booked a million dollars on their competitor because "you have been unreasonable—can't we talk?"

If you allow this concentration of power with these alliances that will allow three clusters of immunized carriers to possibly control 80% of the North Atlantic market, then you do not have competition. The tentative antitrust/immunity for Air Canada, Lufthansa, United Airlines and incoming Star Alliance member Continental, would allow a shared revenue, jointly-set fares, and schedules and services in such a large market share, that my corporate clients, who now can negotiate between the two various carriers, will lose their bargaining ability.

If the antitrust/immunity requested is extended, the ability of my client corporations I have been negotiating for over the last 30 years, as well as my individual agents, consortia and now, internet providers, would be restricted to the detriment of the consumer. It would be difficult dealing with carriers cutting back their capacities and eliminating routes to allow a pure competitive market. Already, the independent travel distributors, especially the mom and pop agencies of ARTA, are under such pressure to try to make a living and try to be a real "objective source of information to consumers" which they should be, their inability to negotiate special override deals with a particular carrier are again going to be minimized.

Although I can appreciate carriers wishing to reduce costs by combining operational facilities, etc., my 35-plus years of experience from both the agent, the consumer and carrier side say that higher prices will be the result if we minimize competition. Less frequent flights, less destinations, mean higher pricing.

I am constantly giving consumer advice on hundreds of radio and TV shows as indicated partly on my website, www.travellaw.com, and am somewhat embarrassed how the EU has moved ahead of the United States in consumer protections. In a recent case that we settled last month, against Air France, when their overbooking of a flight and then failure to follow the EU's more stringent regulations for requesting volunteers, created a scenario where a U.S. citizen passenger needing his dialysis the next day in San Francisco was overbooked forced to come back on that specific treatment day to leave France for San Francisco and ultimately died on the plane in front of his wife and children due to the extrapolated toxins in his body. I am all for carrier efficiency and profitability, but we must also be aware of the traveller's rights in the United States, since as you have noticed, we have not really been able to pass any type of meaningful passenger-rights legislation for consumers. Our neighbors to the north will probably pass the U. S. in implementing a passenger rights bill. Attached is Exhibit A, a whistle-blower letter I submitted to the Department of Transportation on my own last month, showing the typical violations of carriers like United Airlines who can take our initial consumer bailout money and spend it for repainting planes again and again, because they basically have this feeling of omnipotence and protection that will only grow with the combined negotiating power of an increased alliance without minimal antitrust immunity projections. I have reviewed the releases of various nonprofits requesting increased antitrust immunity saying that coordinating the carrier services would giving better scheduling connections and fares. As a person who has had to work for these better fares and negotiating power for 30 years in representing numerous nonprofits, these are certainly not my nonprofit clients who do not want to see any type of increased immunity as they like the ability to go to a carrier and say they are going to have \$6,000,000 in gross revenue next year, do they (the carrier) want that business, or should they

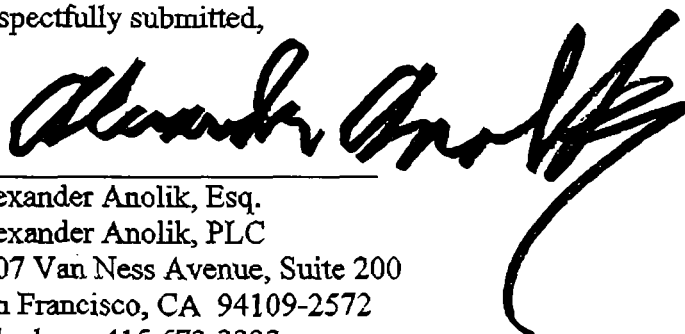
take it to two or three of the competing carriers. If the proposed increased immunity eliminates my clients' right to negotiate with one carrier against another, how can these PR-job letters to you be done in good faith?

In the mid-1980s, when the SABRE and Apollo CRS systems dominated the market, 80% of air booking was made through these two CRS systems I requested and petitioned the government to minimize the potential antitrust problem and the competitive marketing investigation did begin. Examples were given that when United Airlines Apollo system dropped Frontier from its reservation system, Frontier was immediately forced to file for bankruptcy. Fortunately, your department did minimize the ability of competing systems to get together and tell the industry and consumers the way it will be, not the way carriers acting together could be and that is why I am asking for a limitation on antitrust immunity.

In summary, I file this Objection to the proposed increased immunity on behalf of the smaller mom-and-pop agencies who are already suffering, closing and been forced to become independent contractors for other agencies who hopefully have bargaining power to get overrides or commissions or better prices to the consumers and now this next step of elimination of even whom the bigger consortiums can deal with, is frightening. I file on behalf of my law office because I have to deal with the problems of consumer not being able to board with a reserved seat on his Air France flight home, not having Air France try to get a seat on any of its alliance partners to help the consumer, and ignore the passenger that created a scenario of the toxins in his body building up and creating a death as the passenger was flying home to San Francisco to try and get a dialysis treatment.

As the first law office that had compiled much of the evidence for the largest civil antitrust price fixing case against the major carriers, I can only professionally assume increased immunity will allow additional anti-consumer results.

Respectfully submitted,



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Counsel for Alexander Anolik, PLC

CERTIFICATE OF SERVICE

I, Stephanie Willett-Shaw hereby certify that I have, this 13th day of May, 2009, caused a copy of the foregoing documents to be served on the following persons via electronic mail:

amendelsohn@sherblack.com;
anbird@fedex.com
anita.mosner@hklaw.com
arthur.mollins@dhl.de
benjamin.slocum@usairways.com
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Stephanie Willett-Shaw

EXHIBIT A

ALEXANDER ANOLIK

A Professional Law Corporation

* ALEXANDER ANOLIK

*Also admitted in District of Columbia

ADAM A. ANOLIK

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March 17, 2009

Sent Via Email:*Sam.Podberesky@dot.gov*And First Class Mail

Samuel Podberesky
Assistant General Counsel for Aviation
Enforcement and Proceedings, C-70
Department of Transportation
1200 New Jersey Ave., SE
Washington, DC 20590

Re: File: Whistleblowing

Dear Mr. Podberesky,

Over these many years, our office has been working with you and your staff on issues surrounding the Full Fare Advertising rule. We have gotten to know 49 U.S.C. 41712 and 14 C.F.R. 399.84 quite well, including the recognized exceptions, and understand the vital role that the Office of Consumer Protection Division plays in the market, given the federal preemption provision of the Airline Deregulation Act and the Supreme Court's decision in Morales v. TWA, 504 U.S. 374 (1992).

It appears that, under the current state of the law, your office is the first and only safeguard in place to prevent deceptive advertising by air carriers and their agents. Therefore, we would like to bring a particular potential violation of substantial size to the Department's attention. It appears that United Airlines' website is plagued with violations of the Full Fare Advertising rule, with a particular concentration of violations on its Mileage Plus webpages.

First and foremost, when viewing available frequent flier itineraries on the United Airlines' webpage, the disclosure states that: "Carrier-imposed fuel surcharges (YQ) of up to \$250 per direction of travel may apply." A copy of this disclosure is provided for your convenience. As we both know, fuel surcharges must be included in all quoted fares. In this case, a frequent flier fare is effectively a "Free" fare, and the only fees that can be passed onto the consumer are government imposed/approved taxes and fees. Given the fact that millions of people access United's Mileage Plus webpages per month, this fuel surcharge language alone is responsible for substantial consumer confusion. If United has been passing on fuel surcharges to consumers over the past years, this violation will take on even greater significance since United has been illegally profiting from its frequent flier tickets.

Page 2

3/17/2009

Furthermore, United Airlines does not properly disclose government taxes and fees when excluding them from quoted fare prices. United has inconsistent taxes and fees disclosures throughout its website. Enclosed please find two examples. This confusion is exacerbated by the ambiguous disclosure of "fees up to USD 75.00" on the Mileage Plus main search page, which links to a breakdown of United imposed service fees but fails to mention any excluded government taxes and fees. Those fees are disclosed later. Given the divergent and haphazard disclosures, it is impossible for a consumer to make an informed purchasing decision.

The problems continue on United's webpage as the specific government tax and fee quotes on both of these disclosure pages are improper. The quoted amounts are either out-of-date or simply incorrect. Some excluded taxes and fees are completely left out of the disclosure (e.g. Customs User Fee, Immigration and Naturalization Fee, and APHIS fee), or lumped into a general category without breakdown or explanation, but still likely charged to the consumer. Others are quoted incorrectly (i.e. \$19.50 passenger facilities charges). While the disclosure failures may only be a matter of \$1.50 - \$30, competition is so fierce that consumers will often switch carriers based on this price difference. United should not gain an unfair market advantage as a result of its improper disclosures which serve only to confuse consumers and make them think the United fare is cheaper.

We have recently worked together on cases where hundreds or thousands of consumers were potentially deceived. The United Airlines violations discussed above have the power to deceive millions. United Airlines is a dominant market leader with substantial legal resources and its advertising should be held to a high standard. Any enforcement action taken against United for deceptive advertising has the power to set the standard for the industry.

We bring this information to the Department's attention as a protected whistleblower in the hopes of creating a level playing field where consumers get the information they need in order to make informed air fare purchasing decisions. If the Department would like any additional information, or if you have any questions, please feel free to contact my office.

Respectfully yours,



Alexander Anolik, Esq.
Alexander Anolik, A PLC

cc: Vinh Nguyen, Rosalind Lazarus, David Foss

Enclosures:
Selected Itinerary Disclosure
Geneva Disclosure
Mileage Plus Main Booking Page
Service Fee Breakdown

[View detailed Award fare breakdown](#)<http://travel.united.com> [/selectPriceAction.do?odSelectActionTy...](#)

Selected itinerary price details

Traveler	Award miles	Taxes & fees*	Total
Adult 1	35,000 miles	USD 57.03	USD 57.03

Total miles: 35,000 miles

Total price: USD 57.03

*Additional taxes/fees/surcharges (award travel is exempt from select taxes/fees/surcharges):

Travel within Domestic 50 United States

- Airport passenger facility charges (PFCs) of up to US\$18 roundtrip
- U.S. government excise tax of US\$3.50 on each flight segment†
- September 11th Security Fee of US\$2.50 per enplanement at a U.S. airport
- For travel to or from Hawaii and Alaska: U.S. government excise tax of \$7.70 per direction

International Travel (including Puerto Rico and U.S. Virgin Islands)

- Airport passenger facility charges (PFCs) of up to \$19.50 roundtrip
- September 11th Security Fee of \$2.50 per enplanement at a U.S. airport
- Other government taxes and fees (including U.S. government excise tax) of up to \$140 based on destination; total may vary slightly based upon currency exchange rate at time of purchase
- Taxes and fees are subject to change without notice and at the discretion of each country's government.
- Carrier-imposed fuel surcharges (YQ) of up to \$250 per direction of travel may apply. For travel to some countries, additional airport, transportation, embarkation, security, and passenger service taxes/surcharges may also apply depending on destination.

† A flight segment is defined as each sector of an itinerary that involves one takeoff and one landing

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Mileage Plus, United Mileage Plus Travel Rewards

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Returning

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Award type 1K member?

☒ Saver Award ☐ Standard Award

Number of passengers

Adult 1

More options



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Can I submit requests for retroactive flight credit online?

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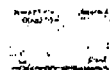
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<http://www.united.com/e/article/1,,50076,00.html?navSource=Fa...>

Home > Planning & booking > Special deals > Europe spring sale

Europe spring sale

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Travel to Europe in the spring when you book these low sale fares on [united.com](http://www.united.com) today.

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- Travel is valid on Monday through Thursday (Monday through Wednesday in Great Britain), travel for April 3, 2009 through May 17, 2009 will be higher
- A Saturday night minimum stay is required and a maximum stay of 30 days is permitted
- Exceptions apply, see the [fare facts](#) for full rules and information
- Additional checked baggage fees may apply. See [international baggage information](#) for details about baggage allowances and fees
- Fares below are subject to availability and may not be available on all flights/dates

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Additional taxes/fees

Fares do not include a \$3.60 per flight segment tax. A flight segment is defined as one takeoff and one landing. Fares do not include the September 11th Security Fee of \$2.50 per enplanement at a U.S. airport or Passenger Facility Charges of up to \$18, which may be collected depending on the itinerary. Fares for Hawaii and Alaska do not include a \$8 (each way) departure tax. For travel from Canada, fares do not include U.S. Inspection fees of \$7, taxes/fees imposed by the Canadian government of up to \$19.50, and a \$32.20 International departure and arrival tax if outside of the 225 mile buffer zone. All international fares are subject to U.S. arrival and departure taxes and agricultural, immigrations and customs fees of up to \$50. For travel to some countries, additional airport, transportation, embarkation, security, and passenger service taxes/surcharges of up to \$250 (each way) will apply depending on destination. For return travel from some countries, fares do not include airport and/or departure taxes of up to \$45, which may be collected by the foreign government.

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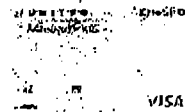
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[Home](#) > [Mileage Plus](#) > [About Mileage Plus](#) > [Mileage Plus Rules](#)

Mileage Plus Rules

Rules for the Mileage Plus Program

Important: The following provisions form the basis of the Mileage Plus® Program. These provisions are intended to protect you, the members of Mileage Plus, and United Airlines. Your participation in the Program will be governed by these provisions, and it is your responsibility to read and understand all of them. For more information, contact the Mileage Plus Service Center or visit the Mileage Plus Web site at united.com. These Program Rules cannot be superseded or changed, except in writing from United Airlines.

General Conditions

1. Mileage Plus membership and its benefits are offered at the discretion of United Airlines and its affiliated companies (collectively, "United"), and United has the right to terminate the Program or to change the Program Rules, regulations, benefits, conditions of participation or mileage levels, in whole or in part, at any time, with or without notice, even though changes may affect the value of the mileage or certificates already accumulated. United may, among other things, withdraw, limit, modify or cancel any award; increase the mileage or number of certificates required for any award; modify or regulate the transferability of awards or benefits; add an unlimited number of blackout dates; or limit the number of award seats available to any or all destinations. Members, in accumulating mileage or certificates, may not rely upon the continued availability of an award or award level, and members may not be able to obtain all offered awards or use awards to all destinations or on all flights.
2. Participation in the Mileage Plus Program (the "Program") is subject to any terms and conditions, rules, regulations, policies, and procedures ("Program Rules") that United may, at its discretion, adopt from time to time. United has the sole right to interpret and apply the Program Rules. Any failure to follow Program Rules, any abuse of Program privileges, any conduct detrimental to the interests of United, or any misrepresentation of any information furnished to United or its affiliates by any member, or anyone else acting on the member's behalf, may result in the termination of his or her membership, the cancellation of accrued mileage, certificates, awards or benefits, or both.
3. United reserves the right to audit any and all Mileage Plus accounts at any time for compliance with the Program Rules, without notice to the Program member. In the event that an audit reveals discrepancies or possible violations, the processing of award redemption requests may be delayed pending completion of the audit.
4. Each member shall be responsible for remaining knowledgeable as to the Program Rules and the amount of mileage in his or her account. United shall

attempt to advise active members of various matters of interest through such means as may be appropriate, such as account summaries, newsletters and its Web site, but United shall have no liability for any failure to do so. United will not be responsible for correspondence lost or delayed in the mail. Each member shall be responsible for advising United of any change of address, and United shall have no liability for misdirected mail or any consequences thereof.

5. The accumulation of mileage or certificates and the redemption of awards are subject to specific Program Rules enacted by United Airlines. Each member is responsible for reading those materials in order to understand his or her rights and responsibilities under the Program. No mileage, benefits, certificates or awards earned or granted under the Program may be transferred or assigned except as expressly permitted by United in writing.
6. The Mileage Plus Program is maintained for the benefit and participation of individual members only. Only individuals are eligible for Mileage Plus membership, and each member may maintain only one account. Duplicate accounts will be subject to cancellation. Only the member named on the account will be entitled access to personal account information.
7. Accrued mileage and certificates do not constitute property of the member. Neither accrued mileage nor certificates are transferable (i) upon death, (ii) as part of a domestic relations matter, or (iii) otherwise by operation of law.

Back to top

Prohibition of sale or barter

8. The sale or barter of any such mileage, certificates, awards or benefits other than by United is expressly prohibited. Any mileage, certificates, awards or benefits transferred, assigned or sold in violation of the Program Rules, in addition to exposing the member to the penalties otherwise associated with violations, may be confiscated or cancelled. The use of award tickets that have been acquired by purchase, barter, or other conduct in violation of Program Rules may result in the confiscation of the tickets, denial of boarding with respect to the ticket holder, and, at United's discretion, completion of the travel only upon payment of an applicable fare.

Account activity

9. Any member who has failed to earn mileage for a calendar quarter may, at United's option, be excluded from receiving newsletters, statements, correspondence or other materials, including notifications of Program changes or special promotions, until the next quarter in which he or she earns mileage. Any member who fails to earn mileage during the first twelve months after enrollment in the Program may be removed from the Program.

United Airlines - Mileage Plus Rules

<http://www.united.com/page/article/0,6722,1155,00.html>

10. Effective December 31, 2007 miles will expire if there is no current activity for 18 months consecutive. Therefore if the expiration date on your Mileage Plus summary is December 31, 2007 or after, your new expiration date will be 18 months after your last activity. Activity includes flying, using your Mileage Plus Visa and more, for example:
 - Fly UA or a Star Alliance partner
 - Use your Mileage Plus credit card
 - Do business with a Mileage Plus partner
 - Redeem miles for award travel
 - Buy miles or transfer miles
11. "Account activity", for purposes of these Rules, shall be deemed to occur when a member accrues mileage in his or her account in any manner set forth in these Rules, or as otherwise approved by United, or when the member redeems any Mileage Plus or partner award by the use of mileage in the member's account.

Partners

12. The Mileage Plus Program "partners" are airlines, rental car companies, hotels, or other entities who offer services as awards in the Program and who, in some instances, permit the accrual of mileage to members who utilize their services. The partners are independent entities, and United is not responsible for the nature or quality of products or services provided by those partners, nor for any solicitation efforts by those partners.
13. United shall have no liability for partner withdrawals from the Program or for award cancellations caused by partner withdrawals, discontinued United or partner service, or award or mileage accrual cancellations for any other reason. Partners may, in their discretion, change the amount of mileage required for their awards or impose other restrictions upon the use of their awards.
14. Routing and destinations for award travel on airline partners are determined by our Individual travel partners.
15. By participating in the Mileage Plus Program, members understand and acknowledge that their names and addresses may be shared with some or all Mileage Plus partners and that they may receive promotional materials, mailings and e-mails from United and its partners. A member may, however, advise United (c/o Mileage Plus Service Center) in writing of his or her desire to be excluded from any such partner mailings or communications.

Back to top

Mileage accrual

16. Only members of Mileage Plus are eligible to accrue mileage in the Program by availing themselves of the means of accrual recognized under the Program. Except to the extent that mileage may be earned for purchases made through authorized debit or credit cards, a member may not accrue mileage for the utilization of services, whether air transportation or otherwise, by any other person, animal, object, or entity.

16a United, in its sole discretion, may permit Mileage Plus members to credit mileage earned for flights on other airlines to their Mileage Plus accounts, and other airlines or entities may, by agreement with United, permit their program members to credit to their accounts mileage earned for flights on United. In such cases, unless otherwise expressly provided, such mileage may be credited in only one frequent flyer or loyalty program. Currently, mileage can be accrued by taking a flight on United Airlines and/or United Express; by using an authorized debit or credit card to purchase goods or services; or by utilizing the services of an airline, hotel, rental car company, telecommunications company, or other Program partner identified in the Member's Guide as an entity on which mileage may be accrued. United expressly reserves the right to establish additional means of accruing mileage, to delete any or all of the means currently recognized, or to exclude specific types of transactions or tickets from the accumulation of mileage.

17. Mileage can be accrued only for flights, hotel stays, car rentals or transactions actually taken or performed by the member after the member's official enrollment date, and can be applied only to the member's account. Mileage will be credited only for flights actually flown by the member. Mileage credit will not be awarded for flight cancellations, except that United may, at its discretion, give credit for flights cancelled due to mechanical reasons or schedule reduction.
18. Mileage may be accrued only for paid travel on regularly scheduled flights.
19. If United or any Mileage Plus partner improperly denies a member an accrual or benefit, liability will be limited to the equivalent of that accrual or benefit.
20. Class-of-service bonus miles, if any, will be credited according to the fare paid, not the cabin flown, and will not be credited on any upgrade.
21. Air mileage will not be credited for travel on free tickets, including tickets issued as Mileage Plus awards; on travel industry, free or reduced tickets; consolidation tickets; or on tickets which are issued subject to any accumulation of Mileage Plus credit. In addition, some fares or tickets, including those sold over the Internet, may at United's discretion be excluded from eligibility for mileage accrual.
22. Car and hotel mileage will be credited only for qualifying published rates, and not for free accommodations, rentals or tickets, industry discounts, group rates or special promotional rates.
23. Only the person contracting for hotel or rental car services may receive mileage credit for those services.
24. For hotel and car rental mileage accrual, consecutive night stays or consecutive car rentals at the same hotel/car rental agency will be considered as one stay/rental, regardless of the number of check-ins or rentals.
25. United reserves the right to make bonus miles and promotional offers selectively available to certain members at any time, based on flight activity, geographic locations, Program participation, or other factors determined at United's sole discretion.
26. United will, in most cases, credit its members' accounts with accrued mileage. However, each

member shall have the responsibility to ensure that his or her mileage is properly credited. Where a member contends that mileage has been earned but not credited, or in cases where United deems verification is required, United reserves the right to require proof of accrual from the member, including but not limited to copies of ticket coupons for flights claimed to have been flown or copies of receipts or similar documentation verifying any transactions claimed to have been performed. Any claims for mileage by the member and proof of accrual must be received by United within twelve months after the date such mileage was claimed to be earned.

Back to top

Mileage expiration

27. Mileage accrued in a member's account shall be maintained in the account until it is redeemed for an award or until it expires, whichever occurs first.
28. Currently, miles expire after 18 months of no activity on your account. Therefore if the expiration date on your Mileage Plus summary is after December 31, 2007, your new expiration date will be 18 months after your last activity. Activity includes flying, using your Mileage Plus Visa and more (see rule #10). In cases where mileage is for any reason removed from an account, as for the redemption of awards, and later returned, the return of the mileage to the account shall not count as account activity.

Award redemption

29. The awards available to be redeemed and the amount of mileage necessary to redeem each award will be set by United and published to the members. United shall establish the process for award redemption, but redemption shall basically mean the exchange of mileage in a member's account for a specified award.
30. Awards may, at the request of the member, be issued by Mileage Plus in the name of the member or in the name and for the use of any other person. If an award ticket is to be issued in the name of someone other than the member, United may require the member to execute the request for the award transfer in person at a United ticketing location, by endorsing each certificate redeemed in favor of the specified designee and providing official photographic identification.
31. Mileage earned in two or more different accounts may not be combined to redeem any award.
32. Travel on Mileage Plus award tickets will be subject to the tariff, contract of carriage, ticket terms, and re-accommodation policies of the carrier on which travel is scheduled.
33. After an award ticket is issued, a service charge may be imposed for each change requested by the member which necessitates the reissuance of the ticket. A change in date or flight time will not result in the imposition of a service charge.
34. Award tickets, awards, and certificates may be subject to applicable departure taxes, federal inspection fees, passenger facility charges, and

other fees, charges or taxes, and the person utilizing the award is responsible for the payment of any such items that may apply.

35. Any valid unused award ticket or certificate may be returned to the Mileage Plus Service Center for a service charge. The mileage used to redeem the award will be credited to the member's account and be subject to expiration (see Rules 10 & 29). Awards for which travel is reserved but which are subsequently cancelled due to an expired ticketing time limit will be subject to service charges for the recrediting of miles.
36. The award structure is subject to modification, cancellation or limitation at United's discretion, with or without notice. The amount of mileage required to redeem any award may be substantially increased, any award may be withdrawn, and restrictions on any award or its redemption may be imposed at any time. The accumulation of mileage does not entitle Program members to any vested rights with respect to any awards or the Program. Awards shall be valid only to destinations served both at the time of the issuance of the award ticket and at the time of departure, and neither United nor its partners shall be liable for schedule changes that result in the cancellation of service to any destination.
37. Upgrades will not be allowed on free accommodations, rentals or tickets; industry discounts; consolidation tickets; group rates or special promotional rates.

International membership

38. Participation in the Mileage Plus Program may be prohibited or restricted in some countries. Nothing in these Rules should be read to override or circumvent any such foreign laws.

[Back to top](#)

United Airlines

<http://www.united.com/page/genericpage/1,,52608,00.html>

Mileage Plus award fees change, effective May 15, 2008. Please see below for details.

Handling Fees

For award travel booked and ticketed through United Reservations a non-refundable \$25 (USD 25) fee per ticket will be assessed or \$30 (USD 30) for tickets issued at a United ticket counter.

Change Fees

All changes to your ticketed award itinerary must be made through a United Reservations agent, or by visiting any United ticketing location.

Designated fees are as follows:

Ticket issued on or after May 15, 2008	
Change	Fee per award ticket
Change in city (change in origin and/or destination)	\$150
Change in connection points (rerouting itinerary using different connecting city)	\$150
Cancellation (recredit of miles)	\$150
Handling fee for redeeming award tickets (waived for travel booked at united.com and the automated systems)	\$25 United Reservations \$30 United ticket counter
Flight change (same itinerary or origin/destination but different flight number)	\$0 (\$75 for award travel changed 7 - 20 days prior to departure) (\$100 for award travel changed 6 days or less prior to departure)
Date change (same itinerary and flights but for a different date)	\$0 (\$75 for award travel changed 7 - 20 days prior to departure) (\$100 for award travel changed 6 days or less prior to departure)

Ticket issued prior to May 15, 2008	
Change	Fee per award ticket
Change in city (change in origin and/or destination)	\$100
Change in connection points (rerouting itinerary using different connecting city)	\$100
Cancellation (recredit of miles)	\$100
Handling fee for redeeming award tickets (waived for travel booked at united.com and the automated systems)	\$15
Flight change (same itinerary or origin/destination but different flight number)	\$0 (\$50 for award travel changed 7 - 13 days prior to departure) (\$75 for award travel changed 6 days or less prior to departure)
Date change (same itinerary and flights but for a different date)	\$0 (\$50 for award travel changed 7 - 13 days prior to departure) (\$75 for award travel changed 6 days or less prior to departure)

United Airlines

<http://www.united.com/page/genericpage/1,,52608,00.html>**Close-in Processing Fees**

Award travel ticketed less than 21 days prior to departure (awards ticketed prior to May 15, 2008: less than 14 days prior to departure) is subject to a non-refundable Close-in Processing Fee, whether purchased through [united.com](http://www.united.com), United ticketing agencies, United airport ticket counters or United Reservations. This fee is charged to the credit card used to support the award ticketing transaction and may take up to 1 week for processing.

Ticket issued on or after May 15, 2008	
Fees	Fee per award ticket
Award travel ticketed six days or less prior to departure	\$100
Award travel ticketed 7 - 20 days prior to departure	\$75
Award travel ticketed 21 days or more prior to departure	\$0

Ticket issued prior to May 15, 2008	
Additional fees	Fee per award ticket
Award travel ticketed six days or less prior to departure	\$75
Award travel ticketed 7 - 13 days prior to departure	\$50
Award travel ticketed 14 days or more prior to departure	\$0

Changes to award travel ticketed prior to May 15, 2008 are subject to the original fee structure. Any subsequent changes to the same award travel itinerary will be subject to the revised fee structure (effective as of May 15, 2008).

Close